

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

BRIAN BUTLER, <i>et al.</i> ,	:	
	:	Case No. 1:13-cv-2665
Plaintiffs,	:	
	:	
vs.	:	OPINION & ORDER
	:	[Resolving Doc. 51]
RYDER TRUCK RENTAL, INC., <i>et al.</i> ,	:	
Defendants.	:	

JAMES S. GWIN, UNITED STATES DISTRICT JUDGE:

On May 30, 2017, Plaintiff Brian Butler was involved in a vehicular accident with Defendant David Dunn and Avery Dennison Corp.¹ On October 21, 2019, Plaintiff attempted to accept a \$20,000 settlement offer that Defendant had made during prior case conferences.² Earlier, Plaintiff had rejected the \$20,000 offer.

Defendant rejected Plaintiff's attempted acceptance of the earlier \$20,000 offer. On October 24, 2019, Plaintiff filed a motion to enforce his reconsidered acceptance of the earlier \$20,000 settlement offer.⁴ Defendants oppose.⁵

For the reasons stated below, the Court **DENIES** Plaintiff Butler's motion for relief.

I. Discussion

On October 17, 2019, counsel for Defendants wrote to Plaintiff "to confirm the status of negotiations."⁶ Defense Counsel confirmed that Defendants had earlier offered \$20,000 to settle all claims, but Plaintiff had rejected that offer and demanded \$77,500 instead.⁷

¹ Doc. [17](#).

² Doc. [51](#).

⁴ *Id.*

⁵ Doc. [55](#).

⁶ Doc. [55-1](#).

⁷ *Id.*

On the same day, Plaintiff's counsel responded, confirming Defendants' description of the negotiations.⁸

Plaintiff argues that Defendant's prior offer to settle for \$20,000 was still available because Defendant never explicitly revoked that offer.⁹ He thus claims that accepting that offer on October 21, 2019 created a binding settlement.¹⁰

As a settlement is a contract, the Court applies relevant state contract law when determining whether a settlement is valid.¹¹ All settlement events occurred in Ohio, thus the Court applies Ohio contract law.

"When an offer is rejected, it ceases to exist, and a subsequent attempted acceptance is inoperative to bind the offeror."¹² "Where a counteroffer is made to an offer of settlement, that counteroffer acts to extinguish all previous offers, and the original offer cannot be accepted at a later date without a clear renewal of that offer."¹³

Here Plaintiff rejected Defendants' \$20,000 offer before October 17, 2019.¹⁴ Plaintiff instead made a \$77,500 counteroffer.¹⁵ There is no evidence in the record that Defendants renewed their offer of \$20,000. Plaintiff cannot then, on October 21, 2019, attempt to accept Defendant's previous offer of \$20,000 because that offer no longer exists.¹⁶ Under

⁸ *Id.*

⁹ Doc. [51](#) at 1.

¹⁰ *Id.*

¹¹ See *Bamerilease Capital Corp. v. Nearburg*, 958 F.2d 150, 152 (6th Cir. 1992).

¹² *Garrison v. Daytonian Hotel*, 663 N.E.2d 1316, 1318 (Ohio App. 1995).

¹³ *Id.* at 1317.

¹⁴ See Doc. [55-1](#).

¹⁵ *Id.*

¹⁶ *Garrison*, 663 N.E.2d at 1318 ("A rejection is implied in a counteroffer . . .").

Ohio law, when “no valid contract exists, a court may not enforce such a settlement agreement.”¹⁷

II. Conclusion

For the foregoing reasons, the Court **DENIES** Plaintiff’s motion to enforce the settlement.

IT IS SO ORDERED.

Dated: November 8, 2019

s/ *James S. Gwin*
JAMES S. GWIN
UNITED STATES DISTRICT JUDGE

¹⁷ *Id.* at 1316.